

VOLPARA HEALTH SUPPORT POLICY

This Support Policy is a part of, and subject to the terms of, any Volpara Health licensing agreement that references this Support Policy (the “Agreement”). Capitalized terms used but not defined in this Support Policy will have the meaning assigned to them in the Agreement.

1. SUPPORT SERVICES

1.1 Support Requests. Customer may contact Volpara for Support Services by accessing Volpara’s Help and Support page located at <https://www.volparahealth.com/customer-support/help-and-support/>.

1.2 Support Services. Volpara will use commercially reasonable efforts to provide the following Support Services to Customer:

(a) Corrections. Volpara will provide technical support to correct a reproducible failure of the Software to materially conform to the Documentation (each an “Error”). Volpara will use commercially reasonable efforts to achieve the Error target response and resolution times set forth in Section 1.3 below.

(b) Product Support. Upon Customer’s reasonable request, Volpara will use commercially reasonable efforts to assist Customer with the following activities in connection with the Software (as applicable): Software functionality questions, API and risk model related questions, server migrations, customizations to template letters, reports and worksheets, and MQSA audit preparation.

(c) Updates. Volpara may provide periodic Updates (including upgrades) to the Software from time-to-time. Updates to the Software (excluding Patient Hub Server Software) will be made by Volpara at its sole discretion and, whenever possible, will be made during “off-peak” hours, as reasonably determined by Volpara, provided Volpara will notify Customer, reasonably in advance, if any Update is expected to materially affect Customer’s access to the Software. Volpara will notify Customer if any such Update requires Customer’s cooperation (e.g., where an Update is contingent on Customer Systems conforming to new/modified system requirements). Updates for Patient Hub Server Software will be made available to Customer via download for Customer’s installation.

1.3 Target Response and Restoration Times. Volpara will use commercially reasonable efforts to meet the below Error target response and target restoration time frames, measured from Volpara’s receipt of the applicable request for Support Services.

Severity Level	Initial Response Target	Target Restoration Time
Critical – The Software is down; no workaround is immediately available	4 Hours	1 business day
High – Important Software features are unavailable to multiple Users; no acceptable workaround	12 business hours	3 business days
Moderate – Software features are unavailable to multiple Users; a workaround exists and the majority of Software functions are still useable	12 business hours	5 business days
Low – Minor problem or question that does not affect Software functionality	24 business hours	At Volpara’s discretion

1.4 Customer Responsibilities. Customer agrees that Volpara’s performance of the Support Services, including the Error target restoration time frames, depend on Customer’s timely cooperation with Volpara, including without limitation,

making available the personnel, information, data, instructions, consents, and/or access reasonably requested by Volpara in connection therewith.

1.5 Customer Technical Contacts. Customer's request and receipt of Support Services will be through its personnel designated in writing to Volpara as its authorized technical contacts (the "Customer Technical Contact(s)"). The Customer Technical Contact(s) will (a) be responsible for initiating all requests for Support Services; (b) serve as the primary contact(s) with Volpara on all matters relating to Support Services; and (c) be responsible for providing information and support, as requested by Volpara, to assist in the reproduction, diagnosis, analysis, and resolution of Errors.

1.6 Exclusions. Notwithstanding anything in this Support Policy to the contrary, Volpara may at its sole discretion (but will not have any obligation to) perform Support Services in connection with (a) an issue or problem that is not due to an Error; (b) use of the Software other than in accordance with the Documentation and the Agreement; (c) any Errors that result from (i) use of the Software with software or hardware that does not satisfy the minimum system requirements specified in the Documentation or specifically recommended by Volpara to Customer based on the applicable Customer Systems, (ii) use of the Software with third party systems, software, databases, data sources, network software or applications that are no longer supported by the related vendor, or (iii) use of the Software other than the then-current or immediately prior release of the Software.

1.7 Virtual Appliance. Without limiting the terms of Section 1.6 above, in the event Customer disables or otherwise restricts Volpara's ability to provide any Update via the Virtual Appliance, Volpara will inform the Customer Technical Contact(s) thereof and seek Customer's collaboration for the provision of such Update via the Virtual Appliance, provided notwithstanding anything in this Support Policy or the Agreement to the contrary Customer assumes the sole responsibility and liability for any and all security incidents or other events that would have been addressed or mitigated by Volpara's provision of any such Update.

2. VOLPARA ANALYTICS SAAS SERVICES UPTIME

2.1 Uptime. Volpara will use commercially reasonable efforts to make the Volpara Analytics SaaS Services available to Customer during Business Hours. Customer will be entitled to a Performance Credit if Volpara fails to meet the following Uptime targets:

Uptime	Performance Credit
≥ 99% < 99.9%	2% of Monthly Fees
≥ 97.5% < 99%	5% of Monthly Fees
< 97.5%	10% of Monthly Fees

"Available Minutes" means the total minutes during Business Hours in a calendar month, less Scheduled Downtime.

"Business Hours" means 8 am to 5 pm in Customer's local time zone.

"Monthly Fees" means one twelfth of the annual subscription Fees specified in the applicable Quotation.

"Scheduled Downtime" means the total number of minutes in a calendar month the SaaS Services are unavailable due to activities such as preventative maintenance and Updates. Any Scheduled Downtime in excess of sixty (60) minutes during any calendar month will be deemed Unscheduled Downtime.

"Unscheduled Downtime" means the total number of minutes in a calendar month the SaaS Services are unavailable to Customer as a result of an unplanned interruption.

"Uptime" means the percentage calculated as follows: Available Minutes less Unscheduled Downtime, divided by Available Minutes, multiplied by 100.

2.2 Performance Credits. To receive a Performance Credit, Customer will submit a written request to Volpara within three (3) calendar months of the calendar month during which the asserted failure occurred (including reasonably detailed information to substantiate such failure). Volpara will issue the Performance Credit against Customer's first subsequent invoice following confirmation of such failure. Unless otherwise provided in the Agreement, this Support Policy sets forth Customer's sole and exclusive remedies, and Volpara's sole and exclusive liability, for Volpara's failure to meet the Uptime targets in Section 2.1 above.

2.3 Limitations. Volpara will not be obligated to issue a Performance Credit to the extent Volpara's failure to meet an Uptime target: (a) was caused by factors outside of Volpara's reasonable control; (b) results from any actions or inactions of Customer or any third party; or (c) results from Customer Systems.

Customer acknowledges and agrees that Volpara may, from time-to-time, amend the terms of this Support Policy, provided Volpara will provide at least 90 days prior written notice of any material adverse changes.

Last Updated: March 19, 2024